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കേരള സർക്കാർ
GOVERNMENT OF KERALA

കേരള ഗസറ്റ്
KERALA GAZETTE

ആധികാരികമായി പ്രസിദ്ധപ്പെടുത്തുന്നത്
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Part IV

Miscellaneous Notifications

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2026

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GSTIN - 32AAATK2642L1ZR

No: P2-3426/LT/DIST/2026/2020 Dated : 13.05.2026

Re e-Tender Notice for Transportation Of Lottery Tickets

Re e-tenders are invited from transporters having minimum of 2 goods vehicles each which having permit for **(1) upto 3 MT** and **(2) 3MT to 5MT** capacity goods vehicle with GPS tracker for lease for a period of one year for the transportation of Kerala State lottery tickets from KBPS to the Directorate of State Lotteries at Vikas Bhavan, Thiruvananthapuram and various lottery offices all over 14 districts in Kerala from Thiruvananthapuram to Kasargod and their 21 sub-district offices and to other directed lottery offices ensuring the security for distribution of lottery tickets as per the terms and conditions detailed below.

1) Submission of Bids:

1.1) Only Covered and sealed Vehicles not older than 5 years with GPS tracker suitable for long distance travel and each having permit for the following capacity will be considered for the tender.
(a) **upto 3 MT [Minimum 2 vehicles]**
(b) **3MT to 5MT [Minimum 2 vehicles]**

1.2) All tenders / bid shall be accepted only through online mode. (https://etenders.kerala.gov.in) and no manual submission of the same shall be allowed.

1.3) Re submission of offer is possible, before the last date as permitted in the site.

1.4) Contract will be awarded to L1 and L2 party at L1 rate. If L2 Party is not ready to provide service at L1 rate, order will be given to the L3 party at L1 rate and so on.

1.5) The near relatives of employees of KBPS are not eligible to participate in the tenders. The relationship for the purpose will be as specified in the Annexure 21 of Stores Purchase Manual (extract given as Annexure A). In addition to this mother's sister's son/daughter shall also deemed to be a relative. **The scanned copy of the duly filled, signed and sealed declaration (Annexure B) in this regard must be submitted online, without which the tender will be considered as per the relevant clauses of SPM.**

1.6) Minimum charge for the first 50 km and additional rate per km should be specified in the BOQ. For distance exceeding 50 kms up to 550 kms, the charge will be minimum fare + additional rate per km. Above 550 kms, the minimum charge is not applicable and only the rate per km will be eligible. **The rate inclusive of applicable taxes and levies should be quoted in BOQ itself. Rates quoted elsewhere will not be considered.** The rates quoted should be firm for the entire work period.

1.7) **EMD for Rs.1,12,412/- should be remitted through online, else the tender/bid will not be considered and will be summarily rejected.**
1.8) **Tenders/bids received online should have scanned copy of the preliminary agreement executed in Rs.200/- Kerala stamp paper which is duly filled, signed and sealed on all its pages, it will be considered as per the relevant clauses of SPM.**

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1.9) **The scanned copy of goods permit of the vehicle, vehicle registration certificate, PAN, GST certificate shall be submitted online, else the tender/bid will be considered as per the relevant clauses of SPM.**

1.10) **Successful tenderer has to execute an agreement in Rs.200/- non judicial Kerala stamp paper and also to furnish Security Deposit @ 5% of the total value of the contract by DD/FDR in favour of Managing Director, Kerala Books and Publications Society**.

1.11) Tenderers/Bidders should submit a declaration indicating that they have not been convicted of an offence concerning his professional conduct by a judgment of a competent court and does not have any criminal background.

2) Bid opening and evaluation:

2.1) **The due date for the receipt of the tender is up to 11.00 AM on 10.06.2026. Tenders will be opened at 11.00 AM on 11.06.2026.**

2.2) For finalising the tender in order to give work order to the successful bidder, the performance of the bidders during the previous contract periods, if any, will also be considered.

2.3) Parties/Contractors who have defaulted in executing any work order/contract with any organization/ are blacklisted/debarred and restricted to participate in tender by any organization are not eligible to participate in this tender

2.4) All the rights to accept or reject whole or part of the tender without assigning any reason thereof is reserved by the Society. The decision of the Society will be final and binding on the tenderer.

2.5) Parties/Contractors who have defaulted in executing any work order/contract with the society or whose contract/work order was terminated by the society are not eligible to participate in this tender

2.6) All rules and regulations of the tender/bid shall be in accordance with the Stores Purchase Manual of the Government of Kerala.

3) Corrupt or fraudulent practices:

3.1) It is required that the bidders observe the highest standard of ethics during the procurement and execution of the contracts.

3.2) The Society will reject a bid, and/ or award if it determines that the bidder recommended for award has engaged in any of the corrupt or practices in completing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

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4) Time of completion:

Time is the essence of the contract. The transportation of text books should be started as per the time intimated by the concerned section via phone calls/e-mail/ letter and should be completed within the time limit specified by us, failing which will lead to penalty being deducted from Security deposit or forfeiture of entire security deposit and the contract will be terminated without notice. The time allowed for carrying out the work as entered in the tender should be strictly observed by the Contractor and shall be deemed to be of the essence of the Contract and shall be reckoned from the date of handing over of the Work order. In the event of the failure to comply with the overall and individual milestones contained in the time schedules, he shall be liable to pay liquidated damages as provided for in this contract.

5) Goods vehicles Specifications

5.1) must have CCTV surveillance inside the drivers cabin and the covered area.

5.2) Active GPS tracking system.

6) Liquidated Damages:

6.1) If the contractor fails to maintain the required progress according to the agreed time and progress chart or to complete the work by the contract's specified completion date or any extended date, the contractor shall, without prejudice to any other rights or remedies available to the Society under the law due to such breach, be required to pay compensation in the form of liquidated damages corresponding to the loss incurred by the society. The amount of compensation may be adjusted or set off against any sum payable to the Contractor under this or any other contract with the Society.

6.2) The Agreement Authority, if satisfied, that the work can be completed by the Contractor within a reasonable time after the specified time of completion, may allow further extension of time at its discretion due to force majeure, inclement weather condition, delay on the part of Contractors or tradesmen engaged by the Society not forming part of the Contract, holding up further progress of work and any other causes, which at the sole discretion of the Society is beyond the control of the Contractor. In the event of extension granted being with liquidated damages, the Society will be entitled without prejudice to any other right or remedy available in that behalf, to recover from the Contractor as agreed damages equivalent to corresponding to the loss incurred by the Society. The decision of the Society will be final and binding on the Contractor.

6.3) If the Contractor achieves balance milestones, even though he has failed to achieve initial milestones, and the work has been completed in the specified/original time of completion without causing any loss to the Society, the Society may release the already levied liquidated damages at the sole discretion of the Society.

6.4) The Agreement Authority, if not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the Contractor to complete work within further extension of time allowed as aforesaid, shall be entitled, without prejudice to any other right, or remedy available in that behalf, to terminate the contract.

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6.5) The Agreement Authority, if not satisfied with the progress of the contract and in the event of failure of the Contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

6.6) In the event of such termination of the contract as described in the clauses 5.4 and 5.5 or both, the Society shall be entitled to recover liquidated damages and forfeit the Performance Guarantee or Security deposit made by the Contractor besides getting the work completed by other means at the risk and cost of the Contractor.

6.7)The society may waive the payment of compensation in the case of contracts where milestones are fixed, depending upon merit of the case, on request received from the Contractor if the entire work is completed within the date as specified in the Contract or as validly extended without stipulating any penalty.

7) Contractor's default:

If the Contractor shall neglect to execute the works with the diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him, or shall contravene the provisions of the Contract, the Agreement Authority may give notice in writing to the Contractor to make good the failure, neglect or contravention explained of. If the Contractor defaults in the due supply of the vehicles, the Society is at liberty to procure the same from elsewhere without cancelling the contract as a whole. If the Society incurs higher rate in procuring such vehicles than the agreed rate, such excess amount may be deducted by the Society from the contractor's bill or recovered from by other means. The Contractor agrees that he shall not be entitled to claim the excess, of any of the tendered rate over such cost of the Society.

8) Programme chart/milestones:

8.1) Successful tenderer should transport the text books promptly, safely and within the time schedule to the full satisfaction of the Society. Successful tenderer should pay liquated damages for any loss/damage on the goods transported if the text books are not transported securely and will be penalized for the delay in supply of vehicles accordingly.

8.2) The Contractor should strictly adhere to the agreed milestones, if any for the work. If the milestones are not achieved by the Contractor, the Contractor shall pay the Society liquidated damages as per clause 5. However, release of interim Liquidated Damages can be considered in case the very next Milestone is achieved on time. Extension of time for any milestone if allowed has to be obtained in writing from the Agreement authority well in advance of completion dates.

9) Penalty/fine for non-compliance of safety codes & labour laws:

9.1) If non-compliance with safety codes as in Clause no. 9 and the labour laws etc. is reported, the Contractor shall immediately make all reasonable effort to correct such non-compliance and to ensure that there is no reoccurrence of such non-compliance. The contractor shall be responsible to ensure the safty codes and labour laws in this regard. The

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Society shall not be responsible under any circumstances, for any statutory obligations in this regard.

9.2)The successful bidder shall be responsible for maintaining proper records and registers as required under various statutes and shall pay required contributions in respect of its employees, such as ESI, EPF etc. The Society shall not be responsible under any circumstances, for any statutory obligations in this regard.

9.3)The workers engaged by successful bidder shall strictly follow the security rules and policies of Society inside the premises.

9.4) The Contractor to ensure that all mandatory compliances(for workers engaged by contractor) prescribed by labour department as per applicable acts to be complied by the contractor. Any charge/fine imposed on such aspects to be borne by the contractor.

9.5) The Contractor to ensure that all workers (engaged by contractor) are medically insured as prescribed by the acts applicable for the contractor. Any charge/fine imposed on those aspects to be borne by the contractor.

10) Labour regulations:

10.1) The Contractor shall be wholly and solely responsible for full compliance with the provisions under all labour laws and /or regulations such as Payment of Wages Act 1948. Employees Liability Act 1938, Workmen's Compensation Act-1923, Employees State Insurance Act-1948, Employees Provident Fund Act-1952, Industrial Disputes Act-1947, the Maternity Benefit Act 1961, the Contract Labour (Regulation and Abolition) Act-1970 and the Factories Act-1948 or any modifications thereof or any other law relating thereto and rules there under introduced from time to time. The Contractor shall assume liability and shall indemnify the Society from every expense, liability or payment by reason of the application of any labour law, act, rules or regulations existing or to be introduced at a future date during the term of the Contract. The Contractor shall provide workman compensation policy to their employees to cover personal injury or death. In general, in respect of all labour directly or indirectly employed in the Work for the performance of Contractor's part of the Contract, the Contractor shall comply with all the rules framed by the Government authorities concerned from time to time for protection of the health and welfare of the workers. The Contractor shall at his own cost obtain a valid license for himself and the Society under the Contract Labour (R & A) Act 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 and under any other applicable rules before the commencement of the Work and continue to have a valid licenses until the completion of the Work.

10.2) Payment of wages: The Contractor shall pay to labour employed by him either directly or through Sub-Contractors wages not less than fair wages as defined in the relevant Central/ Local Labour Regulations or as per the provisions of the Contract Labour (Regulation and Abolition) Act 1970 and the Contract Labour Regulation and Abolition of Central Rules 1971, wherever applicable. He shall also abide by the minimum wages and other regulations applicable to the labour engaged in the Work, as laid down by the concerned Central local authorities (State. District or other local Authorities). In case the contractor fails to pay fare wages as required by the authorities then the Society shall be

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entitled(not obliged) to do so and receives such as including associated cost incurred by them in doing so from the contractor.

10.3) Model Rules: The Contractor shall at his own expense comply with or cause to be complied with, Model Rules for labour welfare framed by Government or other local bodies from time to time for the protection of health and for making sanitary arrangements, Malaria control etc. for workers employed directly or indirectly on the Work and in the workers hutment area. In case the Contractor fails to make arrangements as aforesaid, the Society shall be entitled(not obliged) to do so and recover the cost thereof from the Contractor.

10.4) Safety Codes: In respect of all labour, directly or indirectly employed on the Work for the performance and execution of the Contractor's Work under the Contract, the Contractor shall at his own expense arrange for all the safety provisions as listed in

(a) Safety codes of Central Public Works Department and Bureau of Indian Standards, (b) The Electricity Act, (c) The Mines Act, and Regulations, (d) Regulations of employment & conditions of service Act 1996, Rules and Orders made there under and such other acts as applicable. Precautions as stated in the safety clauses are of minimum necessity and shall not preclude the Contractor taking additional safety precautions as may be warranted for the particular type of work or situations. Also mere observance of these precautions shall not absolve the Contractor of his liability in case of loss or damage to property or injury to any person including but not limited to the Contractor's labour, the Society's Consultants, Society's Representatives and supervisior-in-Charge's representatives or any member of the public or resulting in the death of any of these.

10.5) In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Society shall be entitled (but not obliged) to do so and recover the costs thereof from the Contractor. The decision of the Society in this regard shall be final and binding on the Contractor.

11) Taxes, Permits and Licenses

The Contractor shall be liable and pay all taxes, duties, levies, royalties etc lawfully assessed Against the Contractor in pursuance of the Contract. In addition the Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal income and property. The Contractor shall directly obtain all licenses and permits for the materials under Government control, and those required by the Contractor for the execution of the work.

12) Liability for accidents and damages

Under the contract, the Contractor shall be responsible for any loss or damage to the works under this contract until the works are completed and taken over in accordance with the contract.

13) Termination, suspension, cancellation & foreclosure of contract

14.1) The Agreement Authority shall in addition to other remedial steps to be taken as provided in the condition of contract, be entitled to cancel the contract in full or in part, if the contractor

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a) makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Society, then on the expiry of the period as specified in the notice, or

b) commits default or breach in complying with any of the terms and conditions of the Contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the society or

c) fails to complete the work or items of work with individual dates of completion, on or before the date/dates of completion or as extended by the Agreement Authority.

d) shall offer or give or agree any person in the service of the Society or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/acts of favour in relation to the obtaining or execution of this or any other contract of the Society.

e) shall try to obtain a contract from the Society by way of ring tendering or other bonafide method of competitive tendering, or

f) transfers, sublets, assigns the entire work or any portion thereof without the prior approval in writing from the Agreement Authority. The Agreement Authority may by giving a written notice, cancel such transfers or sublets or assignment.

15) Insurance

The Contractor should ensure necessary insurance coverage for vehicles/accompanying work men/materials transported/compensation to cover personal injury or death.

Sd/-
Managing Director

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Annexure A

EXTRACT FROM THE STORES PURCHASE MANUAL OF KERALA

Meaning of "Relative"

A person shall be deemed to be a relative of another if, and only if,

a) they are members of Hindu undivided family or;
b) they are husband and wife; or
c) the one is related to the other in the manner indicated in Schedule 1-A

Schedule 1 A List of Relatives

1) Father
2) Mother (including step-mother)
3) Son (including step-son)
4) Son's wife
5) Daughter (including step-daughter)
6) Father's father
7) Father's mother
8) Mother's mother
9) Mother's father
10) Son's son
11) Son's son's wife
12) Son's daughter
13) Son's daughter's husband
14) Daughter's husband
15) Daughter's son
16) Daughter's son's wife
17) Daughter's daughter
18) Daughter'sdaughter's husband
19) Brother (including step-brother)
20) Brother's wife
21) Sister (including step-sister)
22) Sister's husband
23) Husband's father
24) Husband's mother
25) Husband's sister
26) Wife's father
27) Wife's mother
28) Wife's brother
29) Wife's sister
30) Wife's sister's husband
31) Father's brother
32) Father's sister
33) Mother's brother
34) Mother's sister
35) Father's sister's husband
36) Father's brother's wife
37) Mother's brother's wife
38) Mother's sister's husband
39) Brother's son
40) Brother's son's wife
41) Brother's daughter
42) Sister's son
43) Sister's daughter
44) Father's brother's son
45) Father's brother's daughter
46) Father's sister's son
47) Father's sister's daughter
48) Mother's brother's son
49) Mother's brother's daughter

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Annexure B

DECLARATION

FOR NO NEAR RELATIVE (S) OF THE CONTRACTOR WORKING IN KBPS

I.....,

S/o. Sri.....

Here by certify that none of my relative(s) as defined in the tender notice are employed in KBPS as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, Managing Director, KBPS shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the tenderer with seal

The relationship for the purpose will be as specified in Annexure 21 in the Stores Purchase Manual of Kerala. (Extract given as Annexure A)

In case of proprietorship firm, certificate will be given by the proprietor, and in case of Partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

Place: Signature of tenderer/Authorized Signatory

Date: Name of the Tenderer

Seal of the Tenderer

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AGREEMENT

Articles of agreement executed on this the …….. day of ……. Two thousand and ……BETWEEN the Managing Director, Kerala Books & Publications Society (hereinafter referred to as "the Society") of the one part and Shri. …….. (H.E. name and address of the tenderer) (hereinafter referred to as "the bounden") of the other part.

WHEREAS in response to the Notification No. …….. dated …… the bounden has submitted to the society a tender for the …… specification therein subject to the terms and conditions in the said tender;

WHEREAS the bounden has also deposited with the Society a sum of ₹…… (Rupees ……) as earnest money for execution of an agreement undertaking the due fulfillment of the contract in case his tender is accepted by the Society.

NOW THESE PRESNTS WITNESS and it is hereby mutually agreed as follows:

1. In case the tender submitted by the bounden is accepted by the Society and the contract for ……..is awarded to the bounden, the bounden shall within ……..days of acceptance of his tender execute an agreement with the Society incorporating all the terms and conditions under which the Society accepts his tender.
2. In case the bounden fails to execute the agreement as aforesaid incorporating the terms and conditions governing the contract, the Society shall have power and authority to recover from the bounden any loss or damage caused to the Society by such breach as may be determined by the society by appropriating the earnest money deposited by the bounden and if the earnest money is found to be inadequate the deficit amount may be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.
3. All sums found due to the Society under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the Society may deem fit.

In witness whereof Shri. …… (H.E. name and designation) for and on behalf of the Kerala Books and Publications Society, Kakkanad P.O., Kochi-692030 and Shri. …….. Bounden have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri. …….. (date) ……

In the presence of witness: 1. ……

2. ……

Signed by Shri. …….. (date) ……

In the presence of witness: 1. ……

2. ……

Signature of the tenderer with seal

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Digitally signed by V JAYAKUMAR
Date:2026.06.02 04:33:40 +05:30

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